

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered by and among the County of Los Angeles ("County"); the Housing Authority of the County of Los Angeles ("Housing Authority"); and the Los Angeles County Sheriff's Department ("Sheriff's Department") (collectively, the "County Entities"), and The Community Action League, a California non-profit organization; California State Conference of the National Association for the Advancement of Colored People, a non-profit organization; Sheila Williams, an individual; Michelle Ross, an individual; and Jaquinn Davis, an individual (collectively "Plaintiffs"). The County Entities and Plaintiffs are sometimes collectively referenced as "Parties," and individually as "Party."

WHEREAS, Plaintiffs are individuals who are holders of federal Section 8 Housing Choice Vouchers and organizations whose membership includes holders of Section 8 Housing Choice Vouchers, and,

WHEREAS, the Housing Authority administers the Section 8 Housing Choice Voucher program ("Section 8 Program") in certain areas of Los Angeles County, including the Cities of Lancaster and Palmdale, which are located in the Antelope Valley region of Los Angeles County; and,

WHEREAS, the Sheriff's Department provides law enforcement services in unincorporated areas of Los Angeles County, as well as in certain cities that contract with the Sheriff's Department for services, including the Cities of Lancaster and Palmdale; and,

WHEREAS, Plaintiffs have been in discussions with the County Entities since June 2011 concerning the County Entities' role in the alleged misconduct described in the Complaint and First Amended Complaint in the action entitled The Community Action League, et al. vs. City of Lancaster, et al., Case No. CV-11-04817 ODW (VBKx), filed in the United States District Court for the Central District of California ("Action"); and,

WHEREAS, Plaintiffs have alleged that the County Entities worked in concert with the Cities of Lancaster and Palmdale in discrimination against Section 8 Participants residing in those cities, who are predominantly black and Latino; and,

WHEREAS, Plaintiffs intend to seek leave of court to amend the Action to name the County Entities as Defendants in order to effectuate the terms and ensure compliance with this Agreement; and,

WHEREAS, it is understood that this Agreement is a compromise of disputed claims, that the County Entities' settlement of these claims should not be deemed nor construed as an admission of liability, and that the County Entities' expressly deny that they have violated any state or federal laws applicable to Section 8 Participants, and expressly affirm their commitment to fair enforcement of state and federal anti-discrimination laws; and,

WHEREAS, the County Entities and the Plaintiffs desire to avoid the alleged conduct Plaintiffs complain of anywhere in the County; and

SECTION 2. Section 8 Participants'/Landlords' Identifying Information.

(a) The Housing Authority agrees that it will comply with all applicable State and federal laws, regulations and guidance governing the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in a systems of records by the Housing Authority.

(b) Notwithstanding California Health and Safety Code Section 34283, the Housing Authority agrees that, unless otherwise ordered by a court of competent jurisdiction or required pursuant to an investigation by an agency of competent jurisdiction and with appropriate confidentiality safeguards, it will not provide identifying information (which is defined as the Section 8 Participants' or landlord's name or address, or other information that is specific enough to allow for the individual identity of a Section 8 Participant to be determined) to any persons or public entities, or to any employee, officer, agent, or assign of any such persons or public entities. This provision shall not apply to the release of relevant information to Section 8 Participants or to State and federal agencies, to the extent required by law, in the course of the Housing Authority's duties and legal obligations in administering the Section 8 Program, or in response to requests under the California Public Records Act (Cal. Gov. Code § 6250 et. seq.); provided however, that such responses to the latter requests may be released only if properly redacted to protect identifying and confidential information.

(c) The Housing Authority agrees to make a record of all requests for identifying information, as defined in Section 2(b), about Section 8 Participants or landlords (except for requests from HUD or its contractors and agents) whether verbal or in writing, and any responses to such requests in accordance with existing California Public Records Act request procedures, which may be revised from time to time in the discretion of the Housing Authority. To the extent these policies are amended within three years of execution of this Agreement, Plaintiffs' Counsel shall be provided with a final draft ten (10) days prior to implementation.

(d) In order to ensure compliance with the provisions of this Agreement, for a period of three years, the Housing Authority will, upon written request, provide Plaintiffs' Counsel with access to or copies of all requests for identifying information, as defined in Section 2(b), about any Section 8 Participant(s) and landlords received (except for requests from HUD or its contractors and agents), and the Housing Authority's response to such requests within fifteen (15) days of the Plaintiffs' requests. The Housing Authority may redact confidential information from these productions (e.g., names and addresses of Section 8 participants and landlords).

SECTION 3. Countywide Compliance Check/Home Visit Program.

(a) Housing Authority Investigation Protocol. The Housing Authority agrees to implement the Countywide Compliance Check Program as set forth in the Investigation Protocol attached hereto and incorporated herein as Exhibit A to this Agreement.

(b) Sheriff Field Operations Directive. The Sheriff's Department agrees to implement The Field Operations Directive ("FOD") II, as set forth in Exhibit B to this Agreement, which shall govern the Sheriff's Department's response to requests from Housing

city or other public entity for complete or partial funding of Housing Authority personnel (including investigators) at the time the proposed memorandum of understanding is agendaized for consideration by the Board of Supervisors.

SECTION 4. Training.

(a) Annual Training Required. The Housing Authority shall conduct annual training, and require each participating staff member to sign an acknowledgement of said training, as follows:

(1) Program Compliance and Enforcement Unit ("PCU") staff shall be trained regarding the Investigation Protocol identified in SECTION 3 of this Agreement.

(2) PCU analysts responsible for reviewing reports by Housing Authority Investigators, assessing whether or not any Section 8 Program violations have been documented, and recommending appropriate action shall receive training which emphasizes the importance of independently reviewing and assessing all evidence and reports presented by a Housing Investigator and of verifying that appropriate procedures were followed in the conduct of Compliance Checks before recommending action.

(3) Hearing officers shall be trained to ensure their decisions are in accordance with Section 8 Program regulations. This training shall include discussion of the role of the hearing officer, the standards applicable to weighing the evidence, and the reasonable exercise of discretion.

(b) For purposes of ensuring compliance with the provisions of this SECTION 4, for a period of three years commencing upon execution of this Agreement, Plaintiffs through their counsel shall be permitted to review all training materials, and shall be given a schedule of training sessions. During the three year period, Plaintiffs or Plaintiffs' Counsel may attend any scheduled training session; provided however, reasonable notice is given to the Housing Authority in order to accommodate the number of participants for such training.

SECTION 5. Monitoring/Reporting.

(a) Housing Authority Reports. In order to ensure compliance with the provisions of this Agreement, the Housing Authority agrees to provide statistical and other data to Plaintiffs' Counsel on a quarterly basis for a three year period commencing upon execution of this Agreement. That statistical and other information shall include data set forth in Exhibit C to this Agreement.

(b) Sheriff's Department Reports. In order to ensure compliance with the provisions of this Agreement, the Sheriff's Department shall provide copies of the following documents to Plaintiffs' Counsel for a period of three years: a) all "Non-Criminal Investigation/Inspection Security Request" forms received from Housing Authority personnel (including any attachments or addenda); and b) all reports or documentation generated by Sheriff's Department personnel responding to these requests (including, but not limited to, any completed "Sheriff's Department Consent for Entry" forms and any Criminal Incident Reports).

SECTION 7. Additional Terms.

(a) Amendment to Action and Court Order.

(1) Motion for Leave to Amend. Simultaneous with the execution of this Agreement, Plaintiffs will seek leave to amend the Action for the sole purpose of naming the County Entities as defendants.

(2) Motion for Leave to Further Amend and Stipulate/Order Approving Settlement and Dismissing County Entities. Upon grant of Plaintiffs' motion to amend the Action to name the County Entities as defendants, Plaintiffs shall seek additional leave of court to further amend the Action in a form to be approved by the County Entities. That motion to amend which shall be subject to review and approval by the County Entities, shall:

(i) appropriately reflect the County Entities' actions in addressing concerns regarding the Section 8 Program;

(ii) include Plaintiffs' representation and warranty that the Action, as amended, is solely and exclusively directed against the city(ies) of Lancaster and/or Palmdale based on alleged violations of state and federal law by each of those two cities with respect to the Section 8 Program and alleged unlawful and discriminatory acts against Plaintiffs; and,

(iii) be combined with a motion to enter a stipulation or an order approving settlement with the County Entities (the "Stipulation" or "Order") and dismissing the County Entities from the Action, as amended.

(2) Terms of the Orders Approving Settlement. Consistent with the Plaintiffs' representation and warranty set forth in Section 7(a)(1)(B), Plaintiffs will request that the terms of the Order:

(i) authorize amendment to the Action and dismissal of the County Entities with prejudice;

(ii) approve the settlement, require compliance with this Agreement in its entirety, and all addenda thereto (if any); and,

(iii) provide that the Court retain jurisdiction for a period of three years to ensure compliance with this Agreement.

(b) This Agreement shall be contingent upon entry of the Order(s) (1) authorizing amendment of the Action and dismissal of the County Entities with prejudice, (2) approving the settlement, requiring compliance with this Agreement, and (3) retaining jurisdiction for a period of three years to ensure compliance. Should the Court decline to enter the Order as requested by Plaintiffs, this Agreement shall be null and void.

(c) Attorneys' Fees and Costs.

(i) Modifications. No modification of, or amendment to, this Agreement shall be valid unless it is in writing and signed by the all of the Parties to this Agreement. It is a condition precedent to the binding effect of any such modification or amendment that the same first be reduced to writing and signed by an authorized officer of each of the Parties to this Agreement.

(j) Drafting. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

(k) Choice of Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

(l) Authority. The individual or individuals signing this Agreement on behalf of each Party has been validly authorized and directed to sign this Agreement on behalf of that Party and by signing in such capacity will bind that Party, and all individuals and entities on whose behalf he or she signs, to all of the terms of this Agreement.

(m) Electronic Transmittal. Signatures transmitted electronically (e.g., by facsimile or PDF attached to e-mail) shall have the full force and effect of original signatures.

(n) Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

(o) Release.

(1) Plaintiffs' Release. Except as to the rights created by this Agreement, upon execution of this Agreement, Plaintiffs and each of them, does for him/herself, his/her respective heirs, executors, administrators, successors and assigns, and each of them, hereby irrevocably, fully, finally and forever release, acquit and forever discharge the County Entities and all present and former officials, commissioners, directors, officers, employees, deputies, agents, representatives, servants, affiliates, departments, divisions, branches, and commissions of the County Entities, as applicable and to the extent they are acting within their official capacities, whether elected, appointed or otherwise, and their heirs, successors, assigns, and legal representatives, and each of them from any and all claims, demands, cause or causes of action, damages or costs, and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, arising out of, connected with or incidental to the administration of the Section 8 Housing Choice Voucher Program in the Antelope Valley as described or referred to in this Agreement and/or the Action occurring prior to the date of this Agreement.

(2) Release of Unknown Claims. Plaintiffs acknowledge that they may have claims against County Entities of which they are currently unaware and agree that this Agreement is intended to and does extend to any and all claims they may have against County Entities, whether known or unknown, that are within the scope of this Agreement. Plaintiffs acknowledge that they may have sustained damages, losses, costs or expenses that are currently

the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or any other provision hereof.

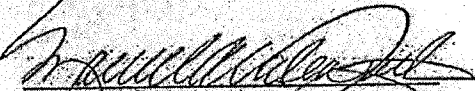
COUNTY OF LOS ANGELES AND
LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT

By


ROGER GRANBO, ESQ.
Assistant County Counsel

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

By


MANUEL VALENZUELA, ESQ.
Assistant County Counsel

THE COMMUNITY ACTION
LEAGUE, CALIFORNIA STATE
CONFERENCE OF THE NATIONAL
ASSOCIATION FOR THE
ADVANCEMENT OF COLORED
PEOPLE, SHEILA WILLIAMS,
MICHELLE ROSS, AND JAQUINN
DAVIS

By


CATHERINE E. LHAMON, ESQ.
Public Counsel

Attorneys for Plaintiffs

2. The role of the Housing Authority PCU investigator is limited to conducting the investigation, submitting the fact-finding investigative report, and when necessary, testifying at administrative hearings. The Housing Authority investigator may conduct a limited inspection of the Section 8 participant's residence, or conduct investigations of the Section 8 participant using publicly available information. Investigators shall comply with the Housing Authority's Code of Conduct for all PCU personnel, which articulates the agency's core values, mission, and expectations of an investigator. The Code of Conduct, which shall incorporate this Investigative Protocol by reference, is attached as Exhibit [A-3] to the Settlement Agreement.

3. The role of the Housing Authority PCU analyst is to determine program violations. The Housing Authority analyst may review evidence obtained from the Housing Authority investigators, criteria set forth the Administrative Plan, to recommend appropriate action(s) with concurrence from the Assisted Housing Division management. Appropriate actions include proposing counseling of Section 8 Participants or terminations of Section 8 Housing Choice Vouchers in accordance with this Protocol.

4. Housing Authority investigators shall not be located or otherwise provided work space within any Sheriff station. Investigators will be assigned to Housing Authority offices or other office space not associated with law enforcement as determined by the Housing Authority management.

5. Housing Authority investigators, through the PCU Chief Investigator, shall provide an update to the Deputy Executive Director ("DED"), or his designee, regarding the status of all pending investigations twice a month and ensure the entry of all information about each investigation into the Fraud Case Management system ("FCM"), the centralized fraud database, within 48 hours of assignment.

a. The update and FCM should include: the source of all referrals and complaints; the date of referral or complaint; when compliance checks took place; the basis for conducting the compliance checks; how consent was obtained; whether law enforcement was present; and why law enforcement was requested. This list may be expanded. FCM should not assign case numbers until the appropriate information about the referral or complaint is entered.

b. The FCM should expand the fields to provide the ability to track each case from beginning to end. The database should include all data elements contained within the Field Contact Report. This will provide a tool that would assist in statistical analysis of the PCU activities.

B. Process to Proposed Terminations

1. Housing Authority investigators shall not issue proposed terminations in the field. The investigators shall submit evidence to the Housing Authority analysts to determine whether there is sufficient evidence, supporting documentation, and witnesses to propose termination of the Section 8 program participant. Upon reaching a conclusion or if no conclusion can be reached, Housing Authority analysts will seek the assistance and approval of the Assisted Housing Division ("AHD"), the AHD Director or the DED to render a decision.

an unauthorized tenant with proof/identification that the unit is being used as their residence. The presence of non-occupants and the activities of non-occupants may be documented for purposes of determining eligibility and ensuring compliance with program rules. In obtaining consent for a compliance check, Housing Authority investigators shall utilize a script, in the form attached as Exhibit A-2 to this Protocol. This script shall include a statement that consent is voluntary and that denying consent will not be grounds for termination of Section 8 benefits. The Housing Authority investigator shall document consent using the form attached as Exhibit A-1 or in the case where consent is not given, an audio recording to which the participant is placed on notice at the commencement of the interview shall be sufficient.

7. If law enforcement agents accompany Housing Authority investigators on Compliance Checks, the investigators must inform the tenant/occupant that law enforcement is present for security purposes only. Law enforcement officers must seek their own permission to enter the unit.

8. Consent for entry shall be audio-recorded wherever possible and memorialized by the occupant's signature on a signed consent form. The presence of an audio-recorder shall be disclosed to the person giving consent upon initiation of the interview. The Housing Authority investigator shall document consent using the form attached as Exhibit A-1 or in the case where consent is not given, an audio recording to which the participant is placed on notice at the commencement of the interview shall be sufficient.

9. The Housing Authority investigator shall, when at all possible, photograph and/or videotape evidence that may lead to a termination of Section 8 assistance. Documentation of all violations of Section 8 rules and regulations that may constitute evidence of ineligibility shall be maintained in the file.

10. To the greatest extent feasible and when practicable, all compliance checks and field interviews should be audio recorded. To accomplish this, the Housing Authority will include relevant information about this component of compliance checks/home visits in the Administrative Plan and material distributed to new Section 8 applicants/tenants. Additionally, this information will also be included in a tenant's annual re-examination material. Voluntary consent, recorded on a form in the form set forth in Exhibit A-1 to this Protocol, shall be obtained before any recording can continue.

11. The Housing Authority investigators shall maintain a written report with as much detail as practicable about the course of the investigation, how consent was obtained, and the findings. Each Housing Authority investigator shall utilize a mobile tablet or other electronic device to be utilized in the field to carry out their respective responsibilities, including documenting and reporting matters related to assigned investigations. Unless a mobile tablet device(s) is unavailable, as determined by the Executive Director or his designee, a Housing Authority investigator will be required to use a mobile tablet device in carrying out his/her responsibilities. Also, to the extent feasible, information recorded in those devices shall be linked to the appropriate Housing Authority database(s).

EXHIBIT A-1

**INVESTIGATION PROTOCOL
PROGRAM COMPLIANCE AND ENFORCEMENT UNIT
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES**

CONSENT FORM

NOTICE TO OCCUPANT OF SECTION 8 UNIT: An employee of the Housing Authority of the County of Los Angeles is seeking entry into this house or apartment located at _____ to conduct an investigation and compliance review to determine whether the household is complying with Section 8 rules.

**YOU HAVE THE RIGHT TO REFUSE
TO ALLOW THE HOUSING AUTHORITY EMPLOYEE
INTO YOUR HOUSE OR APARTMENT.**

IF YOU REFUSE TO CONSENT TO THE COMPLIANCE CHECK, YOUR REFUSAL OF CONSENT WILL NOT JEOPARDIZE THE SECTION 8 ASSISTANCE FOR THIS HOUSE OR APARTMENT. HOWEVER, IF YOU CONSENT, THE HOUSING AUTHORITY INVESTIGATOR MAY PHOTOGRAPH, VIDEO TAPE (WITHOUT AUDIO UNLESS CONSENT IS GIVEN BELOW), AND/OR AUDIO RECORD (IF CONSENT IS EXPRESSLY GIVEN) THE COMPLIANCE CHECK, AND USE EVIDENCE OBTAINED DURING THE ENTRY IN AN ADMINISTRATIVE PROCEEDING TO TERMINATE THE SECTION 8 VOUCHER FOR THIS HOUSEHOLD. REFUSAL TO CONSENT WILL NOT PROHIBIT THE HOUSING AUTHORITY TO CONDUCT ADDITIONAL INVESTIGATION INTO YOUR COMPLIANCE WITH SECTION 8 RULES.

CONSENT FOR INSPECTION

I have read and understand the information above. I hereby consent to the entry, on this one occasion only, of Housing Authority personnel, for the purpose(s) indicated above. I have granted this consent freely, knowingly, and intelligently with full knowledge that I am giving the Housing Authority permission to enter the above address for the purpose(s) identified above. I agree to the following: (check all that apply)

- ☒ I am the Head of Household on the Section 8 Voucher for this house or apartment;
- ☒ I am an 18-years old or older and am a person who lives at this house or apartment;
- ☒ I consent to have the compliance check of the house or apartment audio recorded.

Name (Print)

Signature

Date

Housing Authority Investigator

Date

EXHIBIT A-3

INVESTIGATION PROTOCOL CODE OF CONDUCT HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

Housing Authority personnel directly involved in Section 8 Program shall conduct themselves in a professional manner consistent with the provisions of this Code of Conduct. As such, personnel shall comply with the following:

1. **Core Values and Mission:**

The fundamental goal of the Housing Authority of the County of Los Angeles (Housing Authority) is to assist qualified persons to find appropriate housing of their choice and to ensure that such persons remain housed. The Housing Authority measures its success not by the number of terminations processed but instead by the number of individuals and families housed with the limited resources available to the Housing Authority. The Housing Authority employees shall operate with the goal to assist Section 8 participants with program compliance and voucher retention.

The Housing Authority is committed to providing stable, quality affordable housing choices for low and moderate income persons and creating living environments which serve as catalysts for the transition to economic self-sufficiency.

The Housing Authority is committed to upholding fair housing laws and has a duty to affirmatively further fair housing throughout the County. The Housing Authority is committed to providing the full range of affordable housing opportunities to its constituents in all areas of its jurisdiction, regardless of race, color, religion national origin, sex, familial status, or disability. The Housing Authority will not tolerate any conduct inconsistent with fair housing principles, either by its own employees or by others.

2. The Investigative Protocol identified as Exhibit A-1 of the Settlement Agreement, which is hereby incorporated herein.

3. All State and federal laws governing the Housing Authority in administration of the Section 8 Program.

Los Angeles County Sheriff's Department

FIELD OPERATIONS DIRECTIVE



Field Operations Support Services, (323) 890-5411

FIELD OPERATIONS DIRECTIVE:

Issue Date: 2-10-11
Effective Date: XX-XX-11

ISSUED FOR: LEADERSHIP AND TRAINING DIVISION
FIELD OPERATIONS REGIONS
DETECTIVE DIVISION
COURT SERVICES DIVISION
HOMELAND SECURITY DIVISION

HOUSING AUTHORITY NON-CRIMINAL INVESTIGATIONS/INSPECTIONS

BACKGROUND

The Department receives many requests to provide security and ensure the safety for agency workers who are not law enforcement officers such as Housing Authority, Code Enforcement, et cetera. These agencies have their own policies and procedures for requesting law enforcement and interacting with law enforcement. They also have their own policies and procedures on how to handle the incident for which they are requesting security.

PURPOSE

This directive establishes procedures for deputy personnel who are called to ensure the safety of non-law enforcement agency workers of the housing authorities. This directive does not apply to LASD personnel working under a Memorandum of Understanding or Inter-Departmental Agreement with a housing authority.

The Housing Authority worker's role is to conduct administrative investigations/inspections for compliance in its programs. These Housing Authority investigations/inspections are generally non-criminal in nature. Deputy personnel are not to participate in these non-criminal investigations/inspections but are merely there to ensure the safety of the Housing Authority worker whether inside and/or outside of the location/residence. Deputy personnel do have an obligation, if a non-Section 8 related crime occurs in their presence, to take law enforcement action. If an arrest results from such law enforcement action, the name of the investigator/inspector shall be included in the report and any audio or videotape of the consent and/or compliance check shall be referenced in the report and a copy shall be requested from the investigator/inspector. Evidence of Section 8 rule violations identified by a Housing Authority worker may not serve as the basis for law enforcement action.

EXHIBIT B

FOD: 12-XX

- Determine the appropriate number of deputies to respond to the request. The number of deputies shall generally be no more than one, absent specific reasons for more. If more than one deputy is authorized, the Watch Commander shall document the reason on the request form.

Responding Deputy's Responsibility

Deputy personnel shall not play any role in the Housing Authority's non-criminal investigations/inspections except as described in this directive.

The responding deputy shall respond to the location/residence with the goal of ensuring the Housing Authority worker's safety. The responding deputy shall abide by the Sheriff's Department's policies and procedures and laws. The responding deputy shall not release any non-public information to the Housing Authority worker. Examples of such non-public information include but are not limited to confidential reports, sex crimes reports, and reports indicating an identifiable juvenile. In addition, Reserve Deputies working in their capacity as a Housing Authority investigator/inspector shall not have access to confidential data bases such as JDIC.

If the Housing Authority receives consent to enter the location/residence, the responding deputy must obtain a separate written authorization to enter the location/residence from the person having authority to give consent. The deputy shall have the person giving authorization to enter the location/residence sign a "Sheriff's Department Consent for Entry" form. The handling deputy shall not insist that consent be given, shall not suggest that a search warrant will be sought if consent is not given, and shall make it clear that giving consent for his/her entry is truly volitional. Consent to enter in this context does not constitute consent to search – entry shall be solely for the purpose of protecting the Housing Authority worker. If the person giving authorization to enter the location/residence gives authorization to the Housing Authority worker but not to the deputy, the deputy is not authorized to enter the location/residence even if the Housing Authority worker enters the location/residence, absent exigent circumstances.

Upon entering the location/residence, the role of the deputy is to ensure the safety of the Housing Authority worker. The Deputy shall not take law enforcement action such as questioning residents/occupants regarding Housing Authority rule violations or encouraging residents/occupants to give the Housing Authority consent to enter or inspect the premises. The deputy shall not participate or assist in the Housing Authority worker's investigation or search of the home.

If no law enforcement action is taken, the deputy shall obtain an URN with the statistical code of 787 and place it on the "Non-Criminal Investigations/Inspections Security Request" form. The "Non-Criminal Investigations/Inspections Security Request" form, along with the "Sheriff's Department Consent for Entry" form and the Housing Authority's written documentation authorizing his/her investigation attached, shall be submitted to the Watch Sergeant for processing.

If law enforcement action is taken, the deputy shall follow Department policies and procedures. If a criminal report is written, the report will contain the appropriate criminal stat code, along with the 787 stat code.

EXHIBIT B

FOD: 12-XX

Requests for Information Regarding Section 8 Residents

Sheriff personnel shall not ask for nor secure names or addresses for Section 8 residents who receive vouchers for housing from Housing Authority personnel or any other source to conduct Sheriff's Department operations such as warrant services, probation/parole sweeps, "Cease Fire" operations, COPS surveys, DCFS checks, sex registrant compliance checks, or warrant checks.

Sheriff personnel will not ask any individual whether he or she receives Section 8 housing assistance (e.g. on traffic stops or checking suspicious persons), nor will they seek such information from other sources such as landlords or neighbors. Responsibility for enforcing Section 8 non-criminal rules and regulations rests with the Housing Authority and not with the Department.

NBT:ESL:el

EXHIBIT C

- the number of Compliance Checks for which law enforcement presence was requested by Housing Authority investigators, and summary race and ethnicity data for the Section 8 Voucher Holders subject to Compliance Checks for which law enforcement presence was requested;
- the number of Compliance Checks for which law enforcement was actually present, and summary race and ethnicity data for the Section 8 Voucher Holders subject to Compliance Checks for which law enforcement was actually present;
- the number of PCU investigations resulting in termination of Section 8 Program benefits, and summary race and ethnicity data for the Section 8 Voucher Holders who were terminated;
- the number of PCU investigations resulting in counseling of Housing Authority Section 8 tenants, and summary race and ethnicity data for the Section 8 Voucher Holders who were counseled;
- the number of PCU investigations of Housing Authority Section 8 tenants closed as unfounded, and summary race and ethnicity data for the Section 8 Voucher Holders who were the subject of investigations closed as unfounded;
- the number of terminations of Section 8 tenants appealed, and summary race and ethnicity data for the Section 8 Voucher Holders who appealed their terminations;
- the number of terminations of Section 8 tenants overturned following administrative appeal, and summary race and ethnicity data for the Section 8 Voucher Holders whose terminations were overturned; and
- the number of Section 8 tenants who were subject to two or more Compliance Checks in the six month period covered by each Report, and summary race and ethnicity data for such Section 8 Voucher Holders. For purposes of this accounting, return visits where the tenant was not home or did not consent to entry on the first attempt shall be counted as one Compliance Check, not two.

III. ADDITIONAL INFORMATION

In addition to all statistics described in Section II, the Housing Authority will provide Plaintiffs' Counsel with copies of the following documents for a period of three years: a) all requests for law enforcement presence submitted; and b) the Executive Director or Deputy Executive Director's responses to every request for law enforcement presence. Plaintiffs' Counsel may request pursuant to the Public Records Act (Cal. Gov. Code § 6250 et seq.) any information it deems relevant once it reviews statistical and other information provided it under the terms of the Settlement Agreement. All information requested shall be provided within thirty (30) days of Plaintiffs' Counsel's request.

EXHIBIT D

Office of Fair Housing and Equal Opportunity
Department of Housing and Urban Development
Room 5204
451 Seventh St. SW
Washington, DC 20410-2000

Or

You can write a letter with the information requested above and then mail it to the Fair Housing Hub in the Los Angeles County region:

San Francisco Regional Office of FHEO
U.S. Department of Housing and Urban Development
600 Harrison Street, 3rd Floor
San Francisco, California 94107-1387
(415) 489-6524
1-800-347-3739
TTY (415) 436-6594

3. To file a complaint with the DFEH, you may call DFEH's Communication Center at 1-800-884-1684.